



South Carolina Department of Health  
and Environmental Control

Division of Procurement Services

Invitation for Bid  
Amendment – 3

Solicitation No.: IFB-35830-5/4/10-EMW

Date Issued: 5/13/10

Procurement Officer: E. Madison Winslow

*E. Madison Winslow*

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Page No.: 1 of 5

DESCRIPTION: Contract to provide bulk argon gas to the South Carolina Department of Health and Environmental Control's laboratories

USING GOVERNMENTAL UNIT: **South Carolina Department of Health and Environmental Control**

*The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.*

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:

SC DHEC – Division of Procurement Services  
Bureau of Business Management  
2600 Bull Street  
Columbia, S.C. 29201

PHYSICAL ADDRESS:

SC DHEC – Division of Procurement Services  
Bureau of Business Management  
2600 Bull Street, Room 1200 – Aycock Bldg.  
Columbia, S.C. 29201

SUBMIT OFFER BY (Opening Date/Time) May 20, 2010, 2010/2:30 pm ET (See "Deadline For Submission Of Offer" provision)

NUMBER OF COPIES TO BE SUBMITTED: One (1) original

CONFERENCE TYPE:

DATE & TIME:

LOCATION:

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

AWARD &  
AMENDMENTS

Award will be posted on **May 27, 2010**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.scdhec.net/procurement>

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.  
(See "Signing Your Offer" and "Electronic Signature" provisions.)

NAME OF OFFEROR

(full legal name of business submitting the offer)

Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

AUTHORIZED SIGNATURE

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

TAXPAYER IDENTIFICATION NO.

(See "Taxpayer Identification Number" provision)

TITLE

(business title of person signing above)

STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at [www.procurement.sc.gov](http://www.procurement.sc.gov))

PRINTED NAME

(printed name of person signing above)

DATE SIGNED

STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one)

(See "Signing Your Offer" provision.)

☐ Sole Proprietorship

☐ Partnership

☐ Other \_\_\_\_\_

☐ Corporate entity (not tax-exempt)

☐ Corporation (tax-exempt)

☐ Government entity (federal, state, or local)

## PAGE TWO

(Return Page Two with Your Offer)

|   |  |           |           |
|---|--|-----------|-----------|
| HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business) | NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) |           |           |
|   |  |           |           |
|   | Area Code - Number   | Extension | Facsimile |
|   | E-mail Address   |           |           |

|   |  |  |  |
|---|--|--|--|
| PAYMENT ADDRESS (Address to which payments will be sent.)<br>(See "Payment" clause) | ORDER ADDRESS (Address to which purchase orders will be sent)<br>(See "Purchase Orders and "Contract Documents" clauses) |  |  |
|   |  |  |  |
|   |  |  |  |
|   |  |  |  |
| <input type="checkbox"/> Payment Address same as Home Office Address                | <input type="checkbox"/> Office Address same as Home Office Address  |  |  |
| <input type="checkbox"/> Payment Address same as Notice Address (check only one)    | <input type="checkbox"/> Office Address same as Notice Address (check only one)  |  |  |

## ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

| Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date |
|---------------|----------------------|---------------|----------------------|---------------|----------------------|---------------|----------------------|
|               |                      |               |                      |               |                      |               |                      |
|               |                      |               |                      |               |                      |               |                      |

|   |                      |                      |                      |                         |
|---|----------------------|----------------------|----------------------|-------------------------|
| DISCOUNT FOR PROMPT PAYMENT<br>(See "Discount for Prompt Payment" clause) | 10 Calendar Days (%) | 20 Calendar Days (%) | 30 Calendar Days (%) | _____ Calendar Days (%) |
|   |                      |                      |                      |                         |

**PREFERENCES – A NOTICE TO VENDORS (SEP. 2009):** On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)]***

**PREFERENCES – ADDRESS AND PHONE OF IN-STATE OFFICE:** Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)(ii) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

|  |   |
|--|---|
| <input type="checkbox"/> In-State Office Address same as Home Office Address | <input type="checkbox"/> In-state Office Address same as Notice Address |
| (check only one)   |   |

**AMENDMENTS TO SOLICITATION (DHEC – FEB 2007)**

- (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://www.scdhec.gov/procurement/>
- (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment.
- (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

**AMENDMENT NUMBER THREE****CHANGES TO – SECTION III – SCOPE OF WORK/SPECIFICATIONS:**

- Item 5. The following are acceptance criteria for each required parameter which must compose the Certification of Analysis:

Minimum Purity: 99.999%  
Nitrogen <8.0 ppm  
Oxygen <1.0 ppm  
Total Hydrocarbon <0.5 ppm  
Water <1.0 ppm  
Dew Point -76 Degree C

**Changed To:**

The following are acceptance criteria for each required parameter which must compose the Certification of Analysis:

Minimum Purity: 99.999%  
Nitrogen <8.0 ppm  
Oxygen <1.0 ppm  
Total Hydrocarbon <0.5 ppm  
**Water <3ppm**  
Dew Point -76 Degree C

- Item 6. In the event of problems which may inhibit laboratory instrument operation related to the holding tank, holding tank related components which influence the distribution of gas, or impure product resulting from degradation of liquid argon within the tank itself; resolution of the problem or other temporary resolution must occur within 3 hours of the provider being contacted. If argon cannot be supplied by the bulk holding tank, portable argon tanks must be made available immediately to avoid interrupted operation of the laboratories using the argon product. All contingencies related to resolution of tank problems and interruption of argon supply to instrumentation must be available 24 hours each day of entire calendar year.

**Changed To:**

In the event of problems which may inhibit laboratory instrument operation related to the holding tank, holding tank related components which influence the distribution of gas, or impure product resulting from degradation of liquid argon within the tank itself; resolution of the problem or other temporary resolution must occur within 3 hours of the provider being contacted. If argon cannot be supplied by the bulk holding tank, portable dewer argon cylinders with the same parameters as listed in Item 5. must be made available immediately to avoid interrupted operation of the laboratories using the argon product. All contingencies related to resolution of tank problems and interruption of argon supply to instrumentation must be available 24 hours each day of entire calendar year.

The dewer argon cylinders will be provided at no charge until the problems as listed above are resolved. The cylinders are to be provided within 3 hours. This cylinder's physical dimensions are 26.0 inches in diameter and 56 inches in height (240 liters). This cylinder is usually referred to as an XL-240 by classification and specifications.

- Item 10. An annual analysis at the furthestmost point of product distribution must be performed annually reflecting the aforementioned parameters established in Item 5. of the specifications.

**Changed To:**

An annual analysis at the furthestmost point of product distribution must be performed annually reflecting the aforementioned parameters established in Item 5. of the specifications. This is a mandatory requirement of DHEC. The bidder must include this cost in their bid.

Item 11. Vendor will be held liable for repair of equipment damaged by using gases that do not meet specifications as outlined in the Certificate of Analysis.

**Changed To:**

Vendor will be held liable for repair and/or replacement of laboratory equipment if damaged by using argon gas that does not meet specifications as outlined in the Certificate of Analysis and according to parameters out lined in Item 5.

**Questions and Answer:**

1. Question: Section I. Page 6 - Early Removal – Could we put a clause in contract to cover the install and removal costs that are usually allocated over the entire term of contract to keep monthly costs down?

Answer: This is a one year contract with four mutual one-year options to renew. See Page 24 – PRICE ADJUSTMENTS – LIMITED BY CPI “Other Goods & Services). This clause allows the vendor increase prices based on this clause.

**The questions 2 – 6 pertain to SECTION III. SCOPE OF WORK/SPECIFICATIONS.**

2. Question: Item 4. Need to be able to delivery product in a reason amount of time, what would the recourse be for holding a truck and a driver up?

Answer: A designated DHEC representative will be available at the time of delivery. The C of A (Certificate of Analysis) must be presented to this representative and reviewed before product can be delivered to the tank. If the product meets the specifications as established in the bid for the product, delivery of the product can begin. If the product does not meet these specifications, the product will be rejected. This is the standard of industry delivery for bulk argon delivery. It is the responsibility of the provider to assure that paperwork is correct prior to making a delivery, not the customer.

3. Question: Item 6. Could this be a minimum of 3 hours and a maximum of 5?

Answer: This specification will remain as stated.

The time in the specifications is reasonable with respect to the nature of our business using the bulk tank. We are a state environmental enforcement and a public health laboratory. These laboratories are in operation 24-7 to respond to the possibilities of emergency response to environmental monitoring and to public health threats including catastrophe occurrences.

4. Question: Item 7. Would DHEC be responsible for the costs of the requested annual purge or would the vendor?

Answer: The provider will be responsible for the cost of the annual purge. This is considered normal routine maintenance to ensure the product over time does not corrupt to the point of being a contaminated product that does not meet specifications established during the bidding process. This product is being used for operation of millions of dollars of laboratory equipment that is sensitive to low levels of contamination. The provider must accept responsibility for the quality of his product and the continued insurance of its quality.

5. Question: Item 8. Could refilling be done at 30%? The 50% stated would reflect a much higher price because of more distribution costs.

Answer: This specification will remain as stated.

6. Question: Item 9, what would the schedule be?

Answer: The monitoring of the holding tank should be done on a quarterly basis.

7. Question: We can only be responsible for the purity at the vessel, not in the building, or damage to piping or equipment in building. Too many variables.

Answer: See Specification Change to Item 11. above.

8. Question: We would need a clause that would cover installation and removal costs that are allocated over the full term.

Answer: The contract period indicated in the solicitation will remain the same.

9. Questions: There was no safety relief valve installed in the extended fill line that will be hooked to the argon tank once it is installed. It has a valve on each end and liquid argon could get trapped in the line and cause it to rupture. It needs to be retrofitted and a new 350 psi Rego ASME safety relief valve will need to be installed into this line before any company installs the argon tank.

Answer: We are aware of this issue and it will be addressed by DHEC.